

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement to that certain Revolving Credit, Term Loan and Security Agreement												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>The Mitchell Gold Co.</td><td></td><td>04/04/2003</td><td>CORPORATION: NORTH CAROLINA</td></tr><tr><td>Furniture Acquisition Corp.</td><td></td><td>04/04/2003</td><td>CORPORATION: DELAWARE</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	The Mitchell Gold Co.		04/04/2003	CORPORATION: NORTH CAROLINA	Furniture Acquisition Corp.		04/04/2003	CORPORATION: DELAWARE	
Name	Formerly	Execution Date	Entity Type										
The Mitchell Gold Co.		04/04/2003	CORPORATION: NORTH CAROLINA										
Furniture Acquisition Corp.		04/04/2003	CORPORATION: DELAWARE										
RECEIVING PARTY DATA													
Name:	CapitalSource Finance LLC												
Street Address:	4445 Willard Avenue												
Internal Address:	12th Floor												
City:	Chevy Chase												
State/Country:	MARYLAND												
Postal Code:	20815												
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE												
PROPERTY NUMBERS Total: 2													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Registration Number:</td><td>2405805</td><td>MG</td></tr><tr><td>Registration Number:</td><td>2353811</td><td>MITCHELL GOLD</td></tr></tbody></table>	Property Type	Number	Word Mark	Registration Number:	2405805	MG	Registration Number:	2353811	MITCHELL GOLD				
Property Type	Number	Word Mark											
Registration Number:	2405805	MG											
Registration Number:	2353811	MITCHELL GOLD											
CORRESPONDENCE DATA													
Fax Number:	(214)758-1550												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	2147581500												
Email:	estafford@pattonboggs.com												
Correspondent Name:	Darren W. Collins												
Address Line 1:	2001 Ross Avenue; Suite 3000												
Address Line 2:	Patton Boggs LLP												
Address Line 4:	Dallas, TEXAS 75201												
ATTORNEY DOCKET NUMBER:	013043.0172												

OP \$65.00 2405805

900076073

TRADEMARK
REEL: 003535 FRAME: 0748

NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	05/04/2007
<p>Total Attachments: 14</p> <p>source=IP#page1.tif</p> <p>source=IP#page2.tif</p> <p>source=IP#page3.tif</p> <p>source=IP#page4.tif</p> <p>source=IP#page5.tif</p> <p>source=IP#page6.tif</p> <p>source=IP#page7.tif</p> <p>source=IP#page8.tif</p> <p>source=IP#page9.tif</p> <p>source=IP#page10.tif</p> <p>source=IP#page11.tif</p> <p>source=IP#page12.tif</p> <p>source=IP#page13.tif</p> <p>source=IP#page14.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") is made and effective as of April 4, 2003, by **FURNITURE ACQUISITION CORP.**, a Delaware corporation ("**Parent**") and **THE MITCHELL GOLD CO.**, a North Carolina corporation (the "**Company**") and together with Parent collectively, the "**Grantor**", in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as agent for the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "**Agent**"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

RECITALS

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, by and among the Grantor, the Agent and the Lenders (as amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Grantor certain amounts pursuant to a revolving credit facility and a term loan (collectively, the "**Loans**"); and

WHEREAS, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Loan Agreement that Grantor shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest**. To secure the Grantor's prompt, punctual and faithful payment of the Loans and the performance of all of the Grantor's obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of the Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Intellectual Property (the "**IP Collateral**"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on **Schedule A** attached hereto (collectively, the "**Copyrights**");

(b) The U.S. and foreign patents and patent applications set forth on **Schedule B** attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "**Trademarks**");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "**Domain Names**");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, the Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. The Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of the Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by the Grantor after the execution hereof or to delete any reference to any IP Collateral in which the Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders and without first obtaining the Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document

in order to perfect, maintain, continue or otherwise protect the Agent's interest or the Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantor may reasonably request and as are provided to the Agent to evidence such termination.

6. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall

govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland without giving effect to its choice of law provisions.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

FURNITURE ACQUISITION CORP.

By: 

Name: Peter Petrillo

Title: President

THE MITCHELL GOLD CO.

By: _____

Name: John Bounous

Title: Vice President, CFO

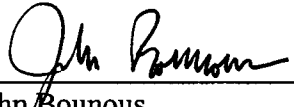
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

FURNITURE ACQUISITION CORP.

By: _____
Name: Peter Petrillo
Title: President

THE MITCHELL GOLD CO.

By:  _____
Name: John Bounous
Title: Vice President, CFO

AGENT:
CAPITALSOURCE FINANCE LLC

By: 

Name: Joseph Turitz

Title: Associate General Counsel

ACKNOWLEDGMENT


STATE OF NEW YORK

:
: SS

COUNTY OF NEW YORK

:

Before me, the undersigned, a Notary Public, on this ___ day of April, 2003, personally appeared Peter Petrillo to me known personally, who, being by me duly sworn, did say that he is the President of FURNITURE ACQUISITION CORP., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said _____ acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: _____

MICHAEL TONKINSON
Notary Public, State of New York
No. 01T06084629
Qualified in New York County
Commission Expires December 9, 20 06

STATE OF NC :
COUNTY OF Alexander : SS

Before me, the undersigned, a Notary Public, on this ___ day of April, 2003, personally appeared John Bounous to me known personally, who, being by me duly sworn, did say that he is the Vice President, CFO of The Mitchell Gold Co., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said John Bounous acknowledged said instrument to be his free act and deed.

Pamela Allen

Notary Public

My Commission Expires: April 26, 2005

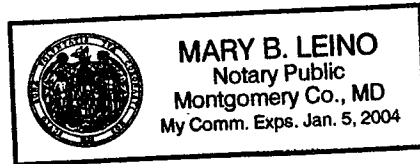
ACKNOWLEDGMENT

STATE OF MARYLAND :
COUNTY OF MONTGOMERY : SS
:

Before me, the undersigned, a Notary Public, on this 2nd day of April, 2003, personally appeared Joseph Turitz to me known personally, who, being by me duly sworn, did say that he is the Associate General Counsel of CapitalSource Finance LLC, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said Joseph Turitz acknowledged said instrument to be his free act and deed.



Notary Public
My Commission Expires: _____



SCHEDULE A
COPYRIGHT COLLATERAL

None.

SCHEDULE B
PATENT COLLATERAL

None.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	MG (Stylized)	2,405,805	9/21/00
USA	Mitchell Gold	2,353,811	5/30/00

Trademark Applications

<u>Jurisdiction</u>	<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
Australia	MG (Stylized)	926148	9/6/02
Australia	MG Mitchell Gold (Stylized)	926149	9/6/02
Australia	Mitchell Gold	926150	9/6/02
Brazil	MG Mitchell Gold (Stylized)	822325411	12/29/99
Brazil	Mitchell Gold	822325446	12/29/99
Canada	MG (Stylized)	1,085,657	12/8/00
Canada	MG Mitchell Gold (Stylized)	Not yet available	Approx. 9/11/02

Trademark Licenses

License Agreement dated October 31, 1998 between Rowe Diversified, Inc. ("Licensor") and The Mitchell Gold Co. ("Licensee"), whereby Licensor, the exclusive owner of the unregistered trademark and trade name "Mitchell Gold" (the "Mark"), grants an exclusive, world-wide license to the Licensee to use the Mark, and any trademark registrations with respect thereto, directly or indirectly in connection with (a) the operation of any furniture and home furnishings businesses operated by the Licensee, and (b) furniture and home furnishings products manufactured or sold by the Licensee. The License Agreement will be transferred pursuant to the Trademarks and Intangible Assignment Agreement dated April 3, 2003 between Rowe Diversified, Inc. and Furniture Acquisition Corp.

SCHEDULE D

DOMAIN NAMES

1. mitchellgold.com
2. slipcover.com